

**Deposition Designations for:
RICHARD FINKE
March 30, 2009**

Deposition Designation Key

**Arrowood = Arrowood Indem. Co.
f/k/a Royal Indem. Co. (Light Green)**

BNSF = BNSF Railway Co. (Pink)

Certain Plan Objectors "CPO" = Government Employees Insurance Co.; Republic Insurance Co. n/k/a Starr Indemnity and Liability Co.; OneBeacon America Insurance Co.; Seaton Insurance Co.; Fireman's Fund Insurance Co.; Allianz S.p.A. f/k/a Riunione Adriatica Di Sicurtà; and Allianz SE f/k/a Allianz Aktiengesellschaft; Maryland Casualty Co.; Zurich Insurance Co.; and Zurich International (Bermuda) Ltd.; Continental Casualty Co. and Continental Insurance Co. and related subsidiaries and affiliates; Federal Insurance Co.; and AXA Belgium as successor to Royal Belge SA (Orange)

CNA = Continental Cas. Co & Continental Ins. Co. (Red)

FFIC = Fireman Funds Ins. Co. (Green)

FFIC SC = Fireman Funds Ins. Co. "Surety Claims" (Green)

GR = Government Employees Ins. Co.; Republic Ins. Co. n/k/a Starr Indemnity and Liability Co.

Libby = Libby Claimants (Black)

OBS = OneBeacon America Ins. Co. and Seaton Ins. Co. (Brown)

PP = Plan Proponents (Blue)

Montana = State of Montana (Magenta)

Travelers = Travelers Cas. and Surety Cos. (Purple)

UCC & BLG = Unsecured Creditors' Committee & Bank Lenders Group (Lavender)

AFNE = Assume Fact Not in Evidence

AO = Attorney Objection

BE = Best Evidence

Cum. = Cumulative

Ctr = Counter Designation

Ctr-Ctr = Counter-Counter

ET = Expert Testimony

F = Foundation

408 = Violation of FRE 408

H = Hearsay

IH - Incomplete Hypothetical

L = Leading

LA = Legal Argument

LC = Legal Conclusion

LPK - Lacks Personal Knowledge

LO = Seeking Legal Opinion

NT = Not Testimony

Obj: = Objection

R = Relevance

S = Speculative

UP = Unfairly Prejudicial under Rule 403

V = Vague

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:) Chapter 11
)
W. R. GRACE & CO.,) Case No. 01-01139 JKF
et al)
)
Debtors)

Deposition of RICHARD CHARLES FINKE
taken pursuant to notice at the law offices of
Drinker, Biddle & Reath, LLP, 1100 North Market
Street, Suite 1000, Wilmington, Delaware,
beginning at 9:35 a.m., on Monday, March 30,
2009, before Allen S. Blank, Registered Merit
Reporter and Notary Public.

APPEARANCES:

LISA G. ESAYIAN, ESQUIRE
KIRKLAND & ELLIS, LLP
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Chicago, IL 60601

For - Debtors

DANIEL A. SPEIGHTS, ESQUIRE
SPEIGHTS & RUNYAN
200 Jackson Avenue, East
Hampton, SC 29924

For - Anderson Memorial Hospital

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19 ALAN B. RICH, ESQUIRE	12 For - Maryland Casualty Insurance	
20 Elm Place	12 Company and Zurick	
21 1401 Elm Street, Suite 4620	13 Insurance Company	
22 Dallas, TX 75202	14 * * * * *	
23 For - PD FCR	15 RICHARD CHARLES FINKE,	
24 ELISA ALCABES, ESQUIRE	16 the deponent herein, having first been	
1 SIMPSON, THACHER & BARTLETT, LLP	17 duly sworn on oath, was examined and	
2 425 Lexington Avenue	18 testified as follows:	
3 New York, NY 10017-3954	19 EXAMINATION	
4 For - Travelers Casualty & Surety	20 BY MR. SPEIGHTS:	
5 Company	21 Q. Would you state your full name, please,	
6 KATHLEEN A. ORR, ESQUIRE	22 sir?	
7 ORRICK, HERRINGTON & STOLIFER, LLP	23 A. Yes. Richard Charles Finke, F-i-n-k-e.	
8 1152 15th Street, N.W.	24 Q. Mr. Finke, who are you employed by?	
9 Washington, D.C. 20005		
10 For - David Anstern, Asbestos PI		
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1 APPEARANCES: CONTINUED	1 A. W. R. Grace & Co.	
2 MICHAEL F. BROWN, ESQUIRE	2 Q. How long have you been employed by Grace?	
3 DRINKER, BIDDLE & REATH, LLP	3 A. Twenty years.	
4 One Logan Square	4 Q. Can you tell me the approximate date you	
5 18th and Cherry Streets	5 started?	
6 Philadelphia, PA 19103-6996	6 A. No. I can tell you the exact date I	
7 For - Government Employees Insurance	7 started. February 27, 1989.	
8 Company, Columbia Insurance,	8 Q. Who do you presently report to?	
9 One Beacon America Insurance	9 A. Mark Shelnitz, general counsel of W. R.	
10 Company and Seaton Insurance	10 Grace.	
11 Company	11 Q. How long have you reported to	
12 SHANNON L. GRIFFIN, ESQUIRE	12 Mr. Shelnitz?	
13 O'MELVENY & MYERS, LLP	13 A. Since he became general counsel, which	
14 Times Square Tower	14 was three or four years ago. I forget how long.	
15 7 Times Square	15 Q. Does April 2005 seem about right?	
16 New York, NY 10036	16 A. It seems about right, yes.	
17 For - Arrowood Indemnity Company,	17 Q. Would you give me the positions you have	
18 f/k/a Royal Indemnity Co.	18 held at Grace and the approximate dates you held	
19 MARNIE E. SIMON, ESQUIRE	19 each position?	
20 STEVENS & LEE	20 A. When I was hired, I held the position of	
21 1818 Market Street, 29th Floor	21 senior litigation counsel and I became assistant	
22 Philadelphia, PA 19103-1702	22 general counsel for litigation in -- it was	
23 - and -	23 around March of 2006.	
24 JOHN D. DEMMY, ESQUIRE (VIA TELEPHONE)	24 Q. Is that your present position?	
1 STEVENS & LEE		
2 1105 North Market Street, 7th Floor		
3 Wilmington, DE 19801		
4 For - Fireman's Fund Insurance		
5 Company		
6 SHAYNE W. SPENCER, ESQUIRE		
7 ELIZABETH DeCRISTOFARO, ESQUIRE (VIA		
8 TELEPHONE)		
9 FORD, MARRIN, ESPOSITO, WITMEYER		
10 & GLESER, LLP		
11 Wall Street Plaza		
12 New York, NY 10005-1875		
13 For - CNA Insurance Company		
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2 (Pages 2 to 5)

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	<p>1 A. Yes.</p> <p>2 Q. When you initially went to work at Grace,</p> <p>3 who did you report to?</p> <p>4 A. I reported to Robert Beber, B-e-b-e-r.</p> <p>5 Q. And how long did you report to Mr. Beber?</p> <p>6 A. Until he retired. He was general counsel</p> <p>7 of W. R. Grace. When he retired, I frankly don't</p> <p>8 recall the year or the date.</p> <p>9 Q. Who did you report to between the</p> <p>10 retirement of Mr. Beber and Mr. Shelnitz taking</p> <p>11 over as general counsel?</p> <p>12 A. I reported to David Siegel, S-i-e-g-e-l,</p> <p>13 who became general counsel after Mr. Beber.</p> <p>14 Q. Were you reporting to Mr. Siegel when</p> <p>15 Grace filed its petition for reorganization?</p> <p>16 A. Yes.</p> <p>17 MS. GRIFFIN: May I interrupt? I</p> <p>18 apologize. I'm Shannon Griffin with O'Melveny &</p> <p>19 Myers. I represent Arrowood Indemnity. And I</p> <p>20 thought we were going to do introductions. So I</p> <p>21 apologize for the interruption.</p> <p>22 But I would like to enter an exhibit</p> <p>23 before we take off on Arrowood's objections,</p> <p>24 which were filed last night. Everyone should</p>	<p>1 in the objection.</p> <p>2 And to the extent that the debtor</p> <p>3 implied on Friday that this was the one and only</p> <p>4 time that this witness would be provided, we</p> <p>5 object to any implication of that sort and</p> <p>6 reserve our rights to take another deposition as</p> <p>7 required.</p> <p>8 MS. SIMON: And my clients, Firemen's</p> <p>9 Fund Insurance Company, also joins in the</p> <p>10 objections and reserves its rights to depose the</p> <p>11 deponent at that time, if necessary.</p> <p>12 MR. SPENCER: Continental Casualty</p> <p>13 also joins in the objection and reserves its</p> <p>14 rights as stated by all other counsel previously.</p> <p>15 MS. ESAYIAN: From the debtor's</p> <p>16 perspective, everyone's reservations of rights</p> <p>17 are noted and I believe our position was clearly</p> <p>18 stated on Friday. And I won't take more time</p> <p>19 here.</p> <p>20 BY MR. SPEIGHTS:</p> <p>21 Q. Mr. Finke, were your general duties and</p> <p>22 responsibilities the same from 1989 until the</p> <p>23 bankruptcy?</p> <p>24 A. Yes.</p>
	<p>1 have received a copy. And I have copies for</p> <p>2 everybody here. But I would like to mark this as</p> <p>3 Exhibit 1 so I don't have to keep objecting</p> <p>4 throughout.</p> <p>5 MR. SPEIGHTS: I have not seen it so</p> <p>6 I would like to see it before you mark it.</p> <p>7 MS. GRIFFIN: Sure.</p> <p>8 (Finke Deposition Exhibit No. 1 was</p> <p>9 marked for identification.)</p> <p>10 MR. SPEIGHTS: Although it's normal</p> <p>11 for a party to mark its exhibits during its own</p> <p>12 examination, I certainly don't object to counsel</p> <p>13 marking it now to avoid having to state these</p> <p>14 same objections orally or restate them</p> <p>15 innumerable times.</p> <p>16 MS. GRIFFIN: Thank you.</p> <p>17 MR. BROWN: While we are doing that,</p> <p>18 so that we can avoid it. My clients, Government</p> <p>19 Employees Insurance Company, Columbia Insurance</p> <p>20 Company and Seaton Insurance Company and One</p> <p>21 Beacon America Insurance Company, join in those</p> <p>22 objections.</p> <p>23 MS. ALCABES: My clients as well,</p> <p>24 Travelers Casualty & Surety Company, also joins</p>	<p>1 Q. Can you generally describe what your</p> <p>2 duties and responsibilities were during that</p> <p>3 period?</p> <p>4 A. Primarily, I was responsible for</p> <p>5 oversight and management of asbestos property</p> <p>6 damage cases, including reporting to Grace</p> <p>7 management on the status or developments in those</p> <p>8 cases.</p> <p>9 I also was responsible for oversight</p> <p>10 of expert witnesses that Grace retained or</p> <p>11 Grace's counsel retained to testify in the</p> <p>12 asbestos property damage litigation.</p> <p>13 Q. Were you part of a, for lack of a better</p> <p>14 term, a team of lawyers working under Mr. Beber?</p> <p>15 A. Yes.</p> <p>16 Q. And what did you call the team?</p> <p>17 A. Just the asbestos litigation group</p> <p>18 informally.</p> <p>19 Q. When a case was filed against Grace, how</p> <p>20 was it decided which member of the group would be</p> <p>21 responsible for that case?</p> <p>22 A. Early in the process or shortly after the</p> <p>23 team was formed, the caseload was divided</p> <p>24 geographically so that each person of the team</p>

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<p>1 did.</p> <p>2 Q. Was it searchable?</p> <p>3 A. To a limited extent, yes.</p> <p>4 Q. Who in your office was the person that</p> <p>5 you would go to if you needed something searched?</p> <p>6 A. I would have gone to my paralegal.</p> <p>7 Initially, it was Gail, whose last name I can't</p> <p>8 recall. And after Gail, to my paralegal that's</p> <p>9 still with us, Adie Hammond. A-d-i-e.</p> <p>10 Q. H-a-m-m-o-n-d?</p> <p>11 A. Yes.</p> <p>12 Q. Have you seen pages of the index?</p> <p>13 A. Yes.</p> <p>14 Q. Have you seen the entire index printed</p> <p>15 out?</p> <p>16 A. No.</p> <p>17 Q. Do you know how long the index would be,</p> <p>18 how many pages if you printed it out or how many</p> <p>19 gigabytes or whatever these computer people call</p> <p>20 the amount of it in the computer?</p> <p>21 A. No, I don't know. I think it would be</p> <p>22 extremely voluminous if it were printed out in</p> <p>23 hard copy. But I don't know by how much.</p> <p>24 Q. Does the index actually show the document</p>	<p>1 injury case. And then I would talk to Jay Hughes</p> <p>2 about that issue or the expert to determine</p> <p>3 either if he needed assistance relating to that</p> <p>4 issue or expert or if -- or just for my own</p> <p>5 edification to see if anything going on in this</p> <p>6 personal injury case might impact the property</p> <p>7 damage.</p> <p>8 Q. Who is Jay Hughes?</p> <p>9 A. Jay Hughes is an attorney with W. R.</p> <p>10 Grace. He has been with Grace longer than I</p> <p>11 have. He is still with Grace. And Jay's primary</p> <p>12 responsibility at Grace was to oversee the</p> <p>13 personal injury litigation.</p> <p>14 Q. Did he report to Mr. Beber before</p> <p>15 Mr. Beber's retirement?</p> <p>16 A. Yes.</p> <p>17 Q. And did he then report to Mr. Siegel</p> <p>18 while he was general counsel?</p> <p>19 A. Yes.</p> <p>20 Q. And does he presently report to</p> <p>21 Mr. Shelnitz?</p> <p>22 A. He presently reports to me.</p> <p>23 Q. I'd like to talk about Anderson before</p> <p>24 the bankruptcy a few minutes. First of all, see</p>
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<p>1 like in a PDF format or is it just a list of the</p> <p>2 documents with certain information?</p> <p>3 A. It's a list of the documents with certain</p> <p>4 fields.</p> <p>5 Q. What fields?</p> <p>6 A. Product type, job sites, product names,</p> <p>7 dates, names of addressees, names of the sender</p> <p>8 or author. And number, a number had been</p> <p>9 assigned to each document. So the document</p> <p>10 number would appear. I don't recall what else.</p> <p>11 Q. Would that be a Bates stamp number?</p> <p>12 A. Yes.</p> <p>13 Q. And, as I understand it, someone with</p> <p>14 computer skills could search it by any of these</p> <p>15 fields?</p> <p>16 A. That's correct.</p> <p>17 Q. Did you have any involvement with the</p> <p>18 personal injury litigation before the bankruptcy?</p> <p>19 A. Very little.</p> <p>20 Q. What little did you have?</p> <p>21 A. On occasion, there may be an issue in a</p> <p>22 personal injury case that came to my attention or</p> <p>23 an expert involved in the property damage</p> <p>24 litigation would be appearing in a personal</p>	<p>1 if we can try to pin down when you had</p> <p>2 responsibility for Anderson. Did you have</p> <p>3 responsibility for Anderson when the venue motion</p> <p>4 was decided and the judge said it could be</p> <p>5 maintained in Hampton County?</p> <p>6 A. No.</p> <p>7 Q. Did you have responsibility for Anderson</p> <p>8 at the time of the evidentiary hearing on</p> <p>9 certification?</p> <p>10 A. Yes.</p> <p>11 Q. Did you have responsibility for Anderson</p> <p>12 when the motion to certify was filed and briefed?</p> <p>13 A. I believe so. I do recall reading the</p> <p>14 briefs. I don't recall specifically if that --</p> <p>15 if I did that because they had already been filed</p> <p>16 when I took over the case or if I had already</p> <p>17 assumed responsibility for the case and then they</p> <p>18 were filed. I just don't recall.</p> <p>19 Q. Do you recall whether you were involved</p> <p>20 in the decision to challenge the adequacy of</p> <p>21 Speights & Runyan?</p> <p>22 A. Yes.</p> <p>23 Q. And, yes, you recall you were involved?</p> <p>24 A. Yes.</p>

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<p>1 A. My understanding is that the homeowner 2 would have a claim against the personal injury 3 trust.</p> <p>4 Q. Where is that set forth?</p> <p>5 A. I believe that's in the plan under the 6 definition of indirect PI trust claim. I may not 7 have the exact terminology there.</p> <p>8 Q. Does the indemnification cover defense as 9 well as payment of the claim?</p> <p>10 A. That would be set forth in the PI TDP. 11 And I would refer to that document before trying 12 to answer your question. Because I'm not sure of 13 the answer.</p> <p>14 Q. If somebody had sued Grace in 1979 for 15 exposure to Monokote in the Jordan Hospital in 16 Plymouth, Massachusetts, would someone at Grace 17 have gone to see whether it had any records of 18 Monokote being in the Jordan Hospital?</p> <p>19 A. This is a hypothetical lawsuit before 20 1979?</p> <p>21 Q. No. In 1999. I said before the 22 bankruptcy. I meant to say that. I may have 23 misspoken.</p> <p>24 A. Maybe I misheard it. Okay. I'm sorry.</p>	<p>1 minute break. 2 (The deposition was recessed from 3 3:46 p.m. to 3:53 p.m.)</p> <p>4 EXAMINATION</p> <p>5 BY MR. BROWN:</p> <p>6 Q. Mr. Finke, my name is Michael Brown and I 7 represent the cast of foreign insurance companies 8 that I identified earlier.</p> <p>9 I want to go back and fill in some of 10 the blanks in terms of your employment history 11 with Grace. And I want to start by asking the 12 role that you had pre-petition and then go to 13 post-petition.</p> <p>14 As I understand it, you were senior 15 litigation counsel at the time the petition was 16 filed?</p> <p>17 A. Yes.</p> <p>18 Q. And prior to that, your primary 19 responsibility was with PD claims, is that 20 correct?</p> <p>21 A. Yes.</p> <p>22 Q. And I think you identified some minimal 23 involvement on the PI side?</p> <p>24 A. Right. Very sporadic.</p>
<p>1 Q. 1999. Somebody serves a complaint 2 alleging mesothelioma exposure in the Jordan 3 Hospital in Plymouth, Mass, would the Grace 4 person handling the PI claims check to see if 5 there were any records showing Monokote had been 6 installed in the Jordan Hospital?</p> <p>7 A. I don't know.</p> <p>8 Q. Who would be the best person to ask that 9 question to?</p> <p>10 A. Jay Hughes.</p> <p>11 Q. Is Mr. Hughes in Columbia or Boca?</p> <p>12 A. He is based in Cambridge, Massachusetts.</p> <p>13 MR. SPEIGHTS: That's all I have at 14 this time, Mr. Finke. I reserve my position to 15 be able to pursue those questions which counsel 16 has instructed you not to answer and other 17 questions that flow from that, if I am permitted 18 to proceed along those lines.</p> <p>19 Would somebody who wants to question 20 the witness like to have this chair or can we do 21 it from wherever you are?</p> <p>22 MR. BROWN: Does anyone else on the 23 PD side have any questions?</p> <p>24 Okay. Why don't we take a five</p>	<p>1 Q. And that was primarily when there was a 2 PD expert, as I understood it, that may have some 3 application to PI claims?</p> <p>4 A. More or less, yes. Or was involved in 5 some way in a property — I'm sorry, personal 6 injury case, which might have ramifications for 7 property damage litigation.</p> <p>8 Q. Okay. And then other than what you 9 described earlier, you had no involvement on the 10 PI side?</p> <p>11 A. That's right.</p> <p>12 Q. Okay. Who did have the involvement on 13 the PI side?</p> <p>14 A. Jay Hughes.</p> <p>15 Q. And what was Mr. Hughes' title 16 pre-petition?</p> <p>17 A. I believe it was also senior litigation 18 counsel.</p> <p>19 Q. Okay. So you were senior litigation 20 counsel on PD, he was senior litigation counsel 21 on PI?</p> <p>22 A. Correct.</p> <p>23 Q. And who did you report to at that time?</p> <p>24 A. When I first started, it was in 1989, it</p>

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<p>LPO</p> <p>1 was Robert Beber. 2 Q. How do you say that? 3 A. Beber. B-e-b-e-r. 4 Q. Okay. Beber? 5 A. Right. 6 I don't recall his title at the time. 7 He was not general counsel. He became general 8 counsel a year to two after that. 9 Q. Okay. And at the time of the petition, 10 that's who you were reporting to? 11 A. At the time of the Chapter 11 petition, I 12 was reporting to David Siegel, general counsel. 13 Q. Okay. Mr. Siegel had replaced Mr. Beber 14 by that point? 15 A. Yes. 16 Q. Okay. And how about Mr. Hughes at the 17 time of the petition? Who did he report to 18 directly? 19 A. Also to Mr. Siegel. 20 Q. And Mr. Siegel was the GC at that time? 21 A. Yes. PP Obj: R; BE 22 Q. Did Grace have national coordinating 23 counsel for PI claims pre-petition? 24 A. I don't know if they were actually deemed</p>	<p>CPO</p> <p>Page 166</p> <p>1 personal injury cases. 2 Q. Okay. Mr. Hughes was the individual who 3 dealt primarily with the outside counsel handling 4 PI claims? 5 A. Yes. 6 Q. Who else at Grace was involved in the 7 handling of PI claims? 8 A. Really, no one else. He had a staff of 9 legal assistants that helped to maintain the 10 files. But Jay was really the only in-house 11 attorney involved with the personal injury cases. 12 Q. What about Mr. Beber? 13 A. He would have been involved as well to 14 the extent of being Jay's superior. 15 Q. And then Mr. Siegel after Mr. Beber? 16 A. After Mr. Beber, right. 17 Q. All right. You I believe testified 18 earlier this morning that you became assistant GC 19 for litigation in March of 2006, is that correct? 20 A. I think so. 21 Q. Was that a new position? 22 A. Yes. 23 Q. Okay. And if I understood your testimony 24 earlier today, that from that point forward,</p>	<p>Page 168</p> <p>PP Obj: R; BE</p>
<p>LPO</p> <p>1 or considered national coordinating counsel. But PP Obj: R; BE 2 the Casner & Edwards law firm in Boston -- 3 Q. I'm sorry. What was the name of that? 4 A. Casner & Edwards, C-a-s-n-e-r, & Edwards 5 law firm in Boston performed some of the 6 functions of national coordinating counsel. 7 Q. Okay. Were they also local counsel for 8 the Boston area? 9 A. I believe they were, yes. Yes, in fact, 10 I think they were. 11 Q. Okay. And what were the national 12 coordinating counsel functions that they 13 undertook? 14 A. Supported local counsel throughout the 15 country in terms of providing documents and 16 transcripts, coordinating the use of experts. I 17 think they were also involved in responding to 18 standard discovery requests. 19 Q. And how many sets of counsel around the 20 country did Grace have with respect to the 21 defense of PI claims? 22 A. Probably -- I'm going to say 25. That's 23 just a little bit more than a guess. As I said, 24 I wasn't involved with the litigation of the</p>	<p>CPO</p> <p>Page 167</p> <p>1 Mr. Hughes reported to you rather than reporting 2 to the general counsel? 3 A. Yes. 4 Q. Okay. So from March of 2006 on, is it 5 fair to say you have played some role on the PI 6 side? 7 A. Yes. But I would describe it still as a 8 minor role. 9 Q. Can you describe for me what the role has 10 been? 11 A. More coordination with the other parts of 12 our reorganization effort to make sure that 13 others working on the reorganization such as 14 finance, such as those who prepare our SEC 15 disclosure documents, were kept informed of 16 developments, facts, relating to the personal 17 injury claims in the Chapter 11. 18 Q. I think you used the term you were 19 coordinating the parts. Can you tell me what you 20 mean by the parts? 21 A. Well, yes. When I -- part of the role of 22 assistant general counsel in the Chapter 11 was 23 to coordinate and oversee all of the individuals 24 involved, both at Grace as well as outside</p>	<p>Page 169</p>

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1	A. Pre-petition or post-petition?	<i>CPO</i>	1 the issue pre-petition. Have you had any role or 2 did you have any role in connection with Grace's 3 liability insurance program before the petition 4 date?
2	Q. Post-petition we are talking about. As 3 you were describing his role in the negotiations.		5 A. No.
4	A. I don't know.		6 Q. Who was responsible for this at Grace?
5	Q. And was your role in dealing with PI 6 issues and the resolution of PI issues indirect 7 in the sense that Mr. Hughes reported to you or 8 did you have any direct involvement?		7 A. Bob Beber handled it from the litigation 8 standpoint. And Jeff Posner was in charge of our 9 risk management function, including insurance.
9	A. It was really indirect.		10 Q. When did Mr. Posner leave Grace?
10	Q. And besides Mr. Hughes, who else was 11 involved in that effort on the Grace side?		11 A. I honestly don't know. I don't recall.
12	A. Mark Shelnitz, the general counsel.		12 Q. Was it after the petition date?
13	Robert Tarola.		13 A. I believe it was before.
14	Q. I'm sorry?		14 Q. And his title immediately before he left 15 was risk manager?
15	A. Robert Tarola, T-a-r-o-l-a, the former		16 A. I don't know.
16	CFO. The CEO, Fred Festa, had some involvement.		17 Q. But that's the function that he had, was 18 risk manager for Grace?
17	And outside counsel, David Bernick. And I		19 A. Yes.
18	believe – I don't know if Ted Freedman was		20 Q. Post-petition, have you had any role in 21 connection with Grace's liability insurance 22 program?
19	involved with the negotiations or came in after a		23 A. A limited one. Limited to the extent of motions that have been made or objections
20	deal had been reached.		
21	Q. Other than the individuals you have just 22 run through on the Grace side, was there anyone 23 else that you can recall that was on the Grace 24 negotiating team for the resolution of the PI		
		Page 175	Page 177
1	claims?		1 asserted by insurance. To the extent an issue is 2 being litigated, I have been involved in 3 reviewing motion papers and related documents, 4 participating in conference calls on strategy.
2	A. Pam Zilly was involved in some of the		5 Q. For dealing with the insurance?
3	discussions as well. She is with Blackstone.		6 A. For dealing with the insurance. Some of 7 the insurance issues. Certainly not all of them.
4	She is our financial advisor.		8 Q. Can you tell me which issues you're 9 talking about?
5	Q. What was her role?		10 A. Issues related to the claims by Keneb 11 pipeline that they believe they are entitled to 12 insurance coverage. In connection with 13 remediation costs or potential responsibility for 14 remediation costs in connection with the Otis 15 pipeline.
6	A. Beyond being financial adviser, I don't		16 There were a few others. I'm just 17 drawing a blank right now.
7	know. I wasn't directly involved.		18 Q. Have you had any role in the Scotts 19 adversary proceeding?
8	Q. What was Mr. Festa's role?		20 A. Yes. Thank you. Yes, I have reviewed 21 the papers, not that there have been much – 22 there has been much recently. But I did review 23 the adversary proceeding papers when Scotts first 24 commenced its adversary proceeding. And, again,
<i>CPO</i>			
23	Q. Okay. I want to shift gears for a second 24 and turn to insurance. And, again, looking at		

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<p style="text-align: right;">Page 178 <i>CPO</i></p> <p>1 participated in conference calls relating to 2 their claim that they are entitled to coverage. 3 Q. And with whom were these conference calls 4 that you participated? 5 A. Outside counsel from Kirkland & Ellis. 6 And Mr. Posner is often on those calls. I think 7 that's -- and it's usually the same group. 8 Q. Did you play any role in the manner in 9 which insurance is handled under the plan? 10 A. No. 11 Q. Who did? 12 A. Other than Kirkland & Ellis, I don't know 13 who else was involved. 14 Q. Other than what you have just described, 15 have you had any role in the manner in which 16 insurance, unsettled insurance, is handled under 17 the plan? 18 A. No. 19 Q. How about any role in connection with the 20 manner in which settled insurance is handled 21 under the plan? 22 A. No. 23 Q. Did anyone replace Mr. Posner as the risk 24 manager?</p>	<p style="text-align: right;">Page 180 <i>PP Obj: R</i></p> <p>1 But I don't think that I did. 2 Q. Do you know, if it wasn't you, do you 3 know who was involved at Grace in the preparation 4 of this document? 5 And just for clarification, it's an 6 8-K. It has attachments to it. You probably 7 noted. 8 A. Right. 9 Q. One is a pre release and the other is a 10 terms sheet. So we can probably take -- why 11 don't we take them one by one. 12 A. Typically, the 8-K's are prepared by an 13 in-house attorney, Michael Conron, who obtains 14 input and facts from persons who are involved 15 firsthand with the events being reported. In 16 this case, I believe he would have obtained the 17 details from Mark Shelnitz since Mr. Shelnitz was 18 personally involved in the negotiations. 19 Q. Did he receive any information from you? 20 A. No. 21 Q. Okay. How about the press release that's 22 attached to it? There is a couple of names at 23 the top from media relations and investor relations. But do you know who prepared the</p>
<p style="text-align: right;">Page 179 <i>CPO</i></p> <p>1 A. No. He basically still serves the same 2 function but as an outside consultant. <i>PP Obj: R</i> 3 Q. Okay. Thank you. 4 (Finke Deposition Exhibit No. 12 5 was marked for identification.) 6 BY MR. BROWN: 7 Q. Mr. Finke, you have what's been marked 8 Exhibit 12. If you would take a few moments to 9 look at it. My first question is going to be 10 whether you have ever seen it before? 11 A. Yes, I have seen it before. 12 Q. Can you identify it for me? 13 A. It's Form 8K that Grace filed with the 14 SEC announcing its agreement in principle with 15 the personal injury committee and others to 16 resolve present and future asbestos related PI 17 claims. 18 Q. When did you first see it? 19 A. I believe it was shortly after it was 20 filed. A day or two after it was filed. 21 Q. Had you seen drafts of it before it was 22 filed? 23 A. I don't believe I did. But I -- I cannot 24 be a hundred percent sure I didn't see a draft.</p>	<p style="text-align: right;">Page 181 <i>PP Obj: R</i></p> <p>1 press release? 2 A. Where are you at? I'm not finding it. 3 Q. I think it's probably page five it starts 4 at. 5 A. Okay. Okay. There we go. William 6 Corcoran is -- I forget if he is executive 7 vice-president or senior vice-president. And he 8 is in charge of media relations, among other 9 things. Typically, Mr. Corcoran prepares press 10 releases. In the same manner as I described, I 11 described Mr. Conron preparing 8-K's. He would 12 have obtained the information from whoever was 13 personally involved. 14 Q. And would that have been Mr. Shelnitz or 15 someone else? 16 A. I'm pretty confident it would have been 17 Mr. Shelnitz. 18 Q. But it was not you? 19 A. Correct. 20 Q. Let's go to the terms sheet, which 21 appears to begin on page eight. 22 A. Um-hmm. 23 Q. Had you seen this terms sheet prior to 24 the filing of the 8-K?</p>

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<p>CPO</p> <p>1 A. I believe I did. 2 Q. When? 3 A. I think I saw it in a prior draft. 4 Within a few days of the final, the final 5 version. 6 Q. Were you involved in preparing any of the 7 drafts? 8 A. No, I was not. 9 Q. Do you know who was? 10 A. No, I don't. I believe Mr. Shelnitz was 11 involved along with outside counsel. 12 Q. How about Mr. Hughes? 13 A. I don't know. 14 Q. Do you know who was involved for the 15 other constituencies that are a party to the 16 terms sheet? 17 A. No, I do not. 18 Q. In the first line of the text, it says, 19 this term sheet sets forth certain of the 20 principal terms and conditions. 21 Are there other principal terms and 22 conditions that are not reflected or were not 23 reflected in the terms sheet? 24 A. I don't know. I wasn't involved in the</p>	<p>PP Obj: Page 182 R</p>	<p>CPO</p> <p>1 consent of any of its insurers prior to agreeing 2 to that term with the other constituencies to the 3 terms sheet? 4 A. I don't know. 5 Q. Who would know? 6 A. Mr. Shelnitz. 7 Q. If you turn to the next page on page nine 8 under v. I want to direct your attention to the 9 second paragraph that begins with the word, 10 provided. 11 A. Okay. 12 Q. Do you understand what's being referred 13 to in that section? 14 A. No, I'm not sure what's being referred to 15 by the foregoing. (Finke Deposition Exhibit Nos. 13 and 16 14 were marked for identification.) BY MR. BROWN: Q. Mr. Finke, you have two documents that have been marked Exhibit 13 and one is Exhibit 14 in front of you. Can you just identify them both for me? A. Exhibit 13 is debtor's preliminary list of witnesses that they intend to call during the</p>
<p>CPO</p> <p>1 discussions. I don't know if there were other 2 principal terms and conditions that have been 3 agreed upon at that time and not included. 4 Q. Were any of Grace's insurers involved in 5 the discussions that led up to the execution of 6 the terms sheet? 7 A. Not to my knowledge. But, again, I 8 wasn't personally involved in the discussions. 9 Q. Do you know whether Grace's insurers were 10 purposely left out of any discussions leading up 11 to the terms sheet? 12 A. Not that I know of. 13 Q. Who would be the individual at Grace, to 14 your knowledge, that would know the answer to 15 those questions? 16 A. Mr. Shelnitz. 17 Q. If you look on the first page down at 18 I.A.1.b, titled, Insurance? 19 A. Yes. 20 Q. There is a reference there to the 21 assignment of insurance policies and all 22 insurance proceeds. Do you see that? 23 A. Yes. 24 Q. Did Grace, to your knowledge, seek the</p>	<p>PP Obj: Page 183 R</p> <p>CPO</p>	<p>Page 185</p> <p>1 confirmation hearing and is dated March 13, 2009. 2 Exhibit 14 is the second amended case 3 management order related to the first amended 4 joint plan of reorganization and was ordered on 5 January 29, 2009. 6 Q. Would I be correct if I said that you 7 have seen both of these documents before? 8 A. Yes, you would. 9 Q. If you look at the witness list, you'll 10 note that your name appears first? 11 A. Yes. 12 Q. As someone who, at least on a preliminary 13 basis, is going to testify in Phases I and II of 14 the confirmation hearing? 15 A. Um-hmm. 16 Q. About company information. 17 What is the company information that 18 you possess relevant to plan confirmation? 19 MS. ESAYIAN: Objection to the form 20 of the question. You can answer, if you can. 21 THE WITNESS: I was asked by outside 22 counsel to be available to testify at one or both 23 of the confirmation hearings to the extent they 24 needed someone to present their basic company</p>

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<p>1 information, such as anything from the nature of 2 our businesses to number of employees and more 3 specifically with respect to our asbestos 4 litigation and claims, both historical, meaning 5 pre-petition litigation history relating to 6 asbestos claims, as well as the asbestos related 7 claims filed in the Chapter 11.</p> <p>8 The only thing I wanted to add was, 9 in a subsequent discussion, it was decided that 10 Jay Hughes would most likely handle any issues 11 relating or testimony relating to personal 12 injury -- asbestos personal injury claims and 13 issues.</p> <p>14 BY MR. BROWN:</p> <p>15 Q. That was going to be my question. You 16 used the generic term asbestos litigation. Did 17 you mean PD asbestos litigation?</p> <p>18 A. Well, initially the discussion was 19 generic. But, as I say, subsequently it was 20 narrowed to property damage and attic insulation 21 within my purview.</p> <p>22 Q. To your knowledge, you're not going to be 23 proffering any testimony on PI issues?</p> <p>24 A. That is my understanding, yes.</p>	<p>1 second phase of the confirmation hearing, are 2 you, to your knowledge, being proffered to offer 3 any testimony with respect to i or iii?</p> <p>4 A. I think that's unknown at this point.</p> <p>5 Q. Is that true for both i and iii?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. I want to go back to the 8 preliminary witness list. And I think most of 9 these individuals on here we have already 10 identified in terms of what their acknowledge is. 11 Pam Zilly, she is with the Blackstone Group, she 12 is the financial person?</p> <p>13 A. Correct.</p> <p>14 Q. I believe you said Denise Martin is a PD 15 expert?</p> <p>16 A. Yes, she is an expert. She'll offer 17 expert testimony concerning the likelihood that 18 future property damage and ZAI claims will be 19 brought.</p> <p>20 Q. Okay. I believe I heard earlier the name 21 Hudson LaForce. Who is that?</p> <p>22 A. He is our current chief financial 23 officer.</p> <p>24 Q. And Derrick Tay?</p>
<p>1 Q. Would your answer be the same with 2 respect to insurance related issues?</p> <p>3 A. Yes.</p> <p>4 Q. How about with the manner in which 5 indirect asbestos PI trust claims are handled 6 under the plan?</p> <p>7 A. I would expect that Jay Hughes would 8 handle that.</p> <p>9 Q. Okay. If you can look at what's been 10 marked as Exhibit 14, the second amended case 11 management order. I want to direct your 12 attention specifically to paragraph two.</p> <p>13 The second sentence in paragraph two 14 talks about the first phase of the confirmation 15 hearing. Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. And there are three Romanettes in that</p>	<p>1 A. He is a Canadian restructuring attorney 2 who represents Grace in Canada concerning the 3 Canadian ZAI claimants.</p> <p>4 Q. And Mr. Dunbar, he is an outside 5 modelling consultant?</p> <p>6 A. Yes, I believe that's right.</p> <p>7 Q. Mr. Hughes we have talked about. 8 What about all the doctors?</p> <p>9 A. Can you be more specific what you're 10 asking?</p> <p>11 Q. What's the area? Have each of the other 12 witnesses listed here starting with I guess 13 Dr. Florence, are they all experts?</p> <p>14 A. Other than Jay Hughes, yes.</p> <p>15 Q. And they have all submitted reports at 16 this point?</p> <p>17 A. I presume so.</p> <p>18 (Finke Deposition Exhibit No. 15 was 19 marked for identification.)</p> <p>20 BY MR. BROWN:</p> <p>21 Q. All right. Mr. Finke, you have before 22 you a document marked Exhibit 15. The first 23 question is, can you identify it?</p> <p>24 A. Exhibit 15 is debtors' response to</p>
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<p>PP Obj: Page 190 <i>R</i></p> <p>1 Government Employees Insurance Company and 2 Columbia Insurance Company's requests for 3 admission, interrogatories and requests for 4 production of documents.</p> <p>5 Q. And I gather you have seen this document 6 before?</p> <p>7 A. Yes, I have.</p> <p>8 Q. Okay. If you would turn to the last 9 page.</p> <p>10 A. Um-hmm.</p> <p>11 Q. Is that your signature on the 12 verification?</p> <p>13 A. Yes, it is.</p> <p>14 Q. The verification is worded a little 15 oddly. At least in my experience.</p> <p>16 The first question I have for you is 17 that, do you actually have any personal knowledge 18 of the information that's contained in the 19 responses to the interrogatories that you 20 verified?</p> <p>21 A. Well, I'm just going to note for the 22 record that it's a rather long document. So if 23 you want him to read the whole thing, that's 24 going to take a while.</p>	<p>CPD</p> <p>1 Q. It says that, prior to September 19, 2 2008, which is when the initial joint plan was 3 filed, correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. It says, prior to that time, 6 debtors did not communicate or consult with GEICO 7 or Columbia regarding the proposed terms of the 8 plan, asbestos PI trust agreement, asbestos 9 insurance transfer agreement with TDP.</p> <p>10 Why not?</p> <p>11 A. I was not involved in whatever decision 12 was made concerning communicating or consulting 13 with the insurers.</p> <p>14 Q. And would that have been Mr. Shelnitz 15 again that was involved in that?</p> <p>16 A. I don't know that. But that is who I 17 would -- who I would ask.</p> <p>18 Q. I want to direct your attention to the 19 fourth interrogatory.</p> <p>20 A. Okay.</p> <p>21 Q. In Grace's response to interrogatory 22 four, the latter portion of it, it says, but also 23 does not prohibit participation. Do you see 24 that?</p>	<p>PP Obj: Page 192 <i>R</i></p>
<p>CPD</p> <p>1 Q. I don't want him to read the whole thing. If you turn to page 50.</p> <p>3 A. I was just going to read the -- review 4 the answers to interrogatories.</p> <p>5 In general, no, I would not have 6 firsthand knowledge of most of the facts or the 7 facts asserted in the responses to the 8 interrogatories.</p> <p>9 Q. In your verification, you note, sort of 10 the middle or halfway down, that the responses 11 are true and correct to the best of my personal 12 knowledge or based on information supplied to me 13 by others.</p> <p>14 A. Right.</p> <p>15 Q. Who are the others?</p> <p>16 A. Primarily counsel at Kirkland & Ellis.</p> <p>17 Q. Anyone else?</p> <p>18 A. No, I don't believe so.</p> <p>19 Q. Okay. Can I direct your attention to the 20 first interrogatory?</p> <p>21 A. Um-hmm.</p> <p>22 Q. Just let me know when you're finished 23 reading it.</p> <p>24 A. Okay. I'm ready.</p>	<p>CPD</p> <p>1 A. Yes.</p> <p>2 Q. Could you describe for me your 3 understanding of the manner in which Grace's 4 insurance companies could participate in the 5 investigation and evaluation defense in allowance 6 or settlement of the asbestos PI claims in the 7 event the plan is confirmed?</p> <p>8 A. My understanding of that provision is the 9 insurers could negotiate with the PI trust for 10 whatever role the insurers would seek to have 11 with respect to the claim submitted to the PI 12 trust.</p> <p>13 Q. And with whom would they be negotiating 14 specifically, the individuals?</p> <p>15 A. Well, the trustees. Whoever that is.</p> <p>16 Q. Would the TAC be involved in that 17 process?</p> <p>18 A. I would not know that. I do not know 19 that.</p> <p>20 Q. So it's your understanding that the only 21 way in which the insurers would be involved was 22 through some sort of negotiation with the trust?</p> <p>23 MS. ESAYIAN: Objection to 24 foundation. But you can answer, if you can.</p>	<p>PP Obj: Page 193 <i>BE</i></p>

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<p>LPO</p> <p>PP Obj: R; BE</p> <p>1 THE WITNESS: I wouldn't say it's the 2 only way because I haven't -- I'm not 3 knowledgeable enough about the manner in which 4 the trust would operate to know whether that's 5 the only avenue.</p> <p>6 BY MR. BROWN: 7 Q. It's the only one you're aware of? 8 A. It is the only one I am aware of, yes. 9 Q. Is there someone that has some knowledge 10 about other mechanisms by which Grace's insurers 11 could be involved in the topics that are 12 identified in interrogatory number four? 13 A. I doubt very much that anyone at Grace 14 would have such knowledge since I don't believe 15 anybody at Grace has been involved in 16 bankruptcies before or asbestos 524 G trusts. 17 Q. If not at Grace, where or who? 18 A. You would have to consult with 19 experienced bankruptcy counsel. 20 Q. Kirkland & Ellis? 21 A. They are taken. 22 Q. Okay. 23 MR. BROWN: Why don't we take a five 24 minute break.</p>	<p>LPO</p> <p>Page 194</p> <p>1 interrogatories that have been propounded by 2 insurers. 3 Q. Is it fair to say that you didn't have 4 any independent knowledge of any of the responses 5 that were given to the insurance companies? 6 A. The answer is if I had -- if I had any, 7 it would be very little. I hate to make the 8 sweeping statement that there is not a single 9 answer. 10 Q. I'm just trying to save you the question 11 from seven other lawyers. 12 A. I understand. I just don't want to be 13 caught with a generalization where somebody finds 14 an exception. 15 Q. Okay. Fair enough. 16 Have you either pre-petition or 17 post-petition had occasion to review the terms of 18 any of Grace's insurance policies? 19 A. Certain specific provisions I have 20 reviewed. I have not read any of the policies in 21 their entirety. But, for example, in connection 22 with the Scotts adversary proceeding, I did 23 review the I guess relevant provisions of the 24 policy that Scotts is relying on.</p>	<p>Page 196</p> <p>PP Obj: R</p>
<p>LPO</p> <p>PP Obj: R</p> <p>1 THE WITNESS: Okay. (Deposition recessed from 4:52 p.m. 3 to 5:03 p.m.)</p> <p>4 BY MR. BROWN: 5 Q. Mr. Finke, I understand you had a 6 clarification on one of your responses? 7 A. Yes. With respect to Exhibit 15, I had 8 identified counsel as Kirkland & Ellis as having 9 supplied information upon which I relied in 10 connection with the debtor's interrogatory 11 responses. An additional person that I forgot 12 about was, but who did review the interrogatory 13 responses, was Jeff Posner. I also relied on his 14 review and comments concerning the answers. 15 Q. Did Mr. Posner review all of the answers 16 or were there certain ones that he passed on? 17 A. My understanding is he reviewed all of 18 them. 19 Q. The question will probably come up. But 20 there is a lot of other insurers here that served 21 interrogatories on you, on Grace. Is the answer 22 the same for all of them as well? 23 A. Yes. As far as I know, he reviewed all 24 of the interrogatory answers or answers to</p>	<p>Page 195</p> <p>1 Q. By that, do you mean the vendor 2 endorsement? 3 A. Yes. 4 Q. Anything else? 5 A. There might have been a few, very few 6 other portions of policies that I reviewed. But 7 nothing specific comes to mind. 8 Q. How about in connection with Keneb's 9 claims? Have you reviewed any policies in 10 connection with that? 11 A. I have not. 12 Q. You're aware, are you not, that Grace had 13 a number of pre-petition settlement agreements 14 with various insurers? 15 A. Yes. 16 Q. Have you reviewed any of those 17 agreements? 18 LPO A. I have not.</p>	<p>Page 197</p> <p>PP Obj: BE</p> <p>19 Q. You mentioned I guess that you had 20 reviewed the complaint, I think, in the Scotts 21 adversary? 22 A. Yes. 23 Q. When is the last time you reviewed that 24 complaint?</p>

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<p><i>LPO</i></p> <p>PP Obj: BE Page 198</p> <p>1 A. I don't think I have reviewed it since 2 shortly after they filed it. 3 Q. Back in the fall of 2004? 4 A. That sounds right, yeah. 5 Q. Is that when you reviewed the vendor 6 endorsement that you just referred to? 7 A. Yes. All at the same time. 8 Q. Do you have an understanding as to how 9 the claims that Scotts has against the various 10 insurers that are named in the adversary 11 proceeding, how those claims are treated under 12 the plan? 13 A. I believe they are treated as indirect PI 14 trust claims under the plan. 15 Q. And what does that mean in real terms? 16 A. That the insurers' claims would be 17 presented to the or submitted to the PI trust. 18 MS. ESAYIAN: Are you asking about 19 the insurers claims or Scotts' claims? 20 MR. BROWN: I was asking about the 21 Scotts claims against the insurers. 22 THE WITNESS: I apologize. I thought 23 you were referring to any insurers' claims 24 resulting from coverage of Scotts' claims.</p>	<p>1 have been available has been exhausted. 2 Q. To the extent that the claims by Keneb do 3 give rise to claims by the insurers, how are they 4 treated under the plan, to your knowledge? 5 A. That I do not know. 6 <i>LPO</i> (Finke Deposition Exhibit No. 16 was 7 marked for identification.) 8 BY MR. BROWN: 9 Q. All right, Mr. Finke, you have before you 10 Exhibit 16. Can you identify this document? 11 A. Yes. This is the debtors' response to 12 One Beacon America Insurance Company and Seaton 13 Insurance Company's requests for admission, 14 interrogatories and requests for production of 15 documents. 16 Q. Okay. And you'll note that on page 21, 17 the interrogatory responses begin? 18 A. Yes. 19 Q. And your verification, I believe, is 20 essentially identically worded to the one we just 21 looked at for GEICO and Columbia, is that 22 correct? 23 A. Correct. 24 Q. And am I correct that the direct source</p>
<p><i>CPO</i></p> <p>PP Obj: BE Page 199</p> <p>1 Scotts' claims, I believe those are 2 also indirect PI trust claims. 3 BY MR. BROWN: 4 Q. And is it your understanding that they 5 are enjoined in their entirety as against the 6 insurers? 7 MS. ESAYIAN: Objection to form. But 8 you can answer, if you can. 9 THE WITNESS: I don't know. 10 BY MR. BROWN: 11 Q. Do you have an understanding as to 12 whether the claims that Keneb is asserting give 13 rise to any claims by certain insurers against 14 Grace? 15 A. I think, in theory, my understanding is 16 that, in theory, it could, they could, Keneb's 17 claims could give rise. But that the likelihood 18 that there is any coverage available is very 19 small. 20 Q. Coverage available to -- 21 A. Keneb. 22 Q. Do you understand what the reason for 23 that is or the basis is for that statement? 24 A. Only that what coverage might otherwise</p>	<p>1 of any knowledge with respect to the responses 2 comes either from Kirkland & Ellis or from 3 Mr. Posner? 4 A. That's correct. 5 Q. You don't have any personal knowledge of 6 the responses? 7 A. No, I do not. 8 Q. Let me direct your attention to 9 interrogatory number three and the response to 10 it. 11 A. Okay. 12 Q. Were you involved in the events leading 13 up to the January 13, 2005 amended joint plan 14 that Grace filed? 15 A. I was involved in certain aspects or 16 certain sections of the plan. 17 Q. Did you play a role with that plan 18 similar to the one you played with the joint 19 plan? 20 A. In general, yes. 21 Q. Are you familiar with the term resolved 22 that was used to describe the insurance policies 23 under that prior plan? 24 A. I remember the prior plan included that</p>